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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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FRANKLIN STAINLESS CORP.,	:	
	:	Case No. 12 Civ. 3508
Plaintiff,	:	
	:	
-against-	:	
	:	
SELECT STAINLESS, L.L.C.	:	
	:	
Defendant.	:	
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**DECLARATION OF DAVID WECHSLER
IN SUPPORT OF ENTRY OF DEFAULT JUDGMENT**

DAVID WECHSLER, declares under penalty of perjury as follows:

1. I am Chairman of the Board of plaintiff Franklin Stainless Corp. ("Franklin"). I am familiar with all the facts and circumstances in this action. I make this declaration pursuant to Fed. R. Civ. P. 55(b)(2) and Rule 55.2(a) of the Local Civil Rules for the Southern and Eastern District of New York in support of Franklin's application for entry of default judgment against defendant Select Stainless, L.L.C. ("Select").

2. Between September, 2011 and February, 2012, Franklin invoiced Select for steel that Select had ordered from Franklin and that Franklin subsequently delivered.

3. Those invoices totaled \$389,814.08 and were due between December 6, 2011 and May 14, 2012. True and correct copies of those invoices, along with the corresponding purchase orders and packing slips, are annexed hereto as **Exhibit A**.

4. Select made only one payment of \$2,500 on the invoices. Thus, it is still indebted to Franklin in the amount of \$387,314.08, which balance is memorialized on a spreadsheet included with Exhibit A.

5. Separately, in or about May, 2012, Select sent a purchase order to Franklin for \$72,529.56 worth of steel. A true and correct copy of that purchase order is annexed hereto as **Exhibit B**. Franklin prepared the steel for shipment. Select informed Franklin that it would wire payment for the order prior to shipment; however, it never did so.


6. Franklin entered into email correspondence with Select regarding Select's failure to pay for the steel, a true and correct copy of which correspondence is annexed hereto as **Exhibit C**. Select stopped responding to Franklin's inquiries regarding same after June 6, 2012. A true and correct copy of the two invoices sent to Select, totaling \$72,529.56, are annexed hereto as **Exhibit D**.

7. This \$72,529.56 represented damages and lost profit for Franklin on steel that it ordered and readied for shipment on behalf of Select, but that it could not sell after Select's refusal to accept and pay for the product as it had originally promised.

8. However, in due course, Franklin was able partially mitigate its damages, selling all but \$9,327.56 of that steel. A spreadsheet memorializing Franklin's sale of that steel and the remaining balance on the invoices sent to Select is annexed hereto as **Exhibit E**.

WHEREFORE, plaintiff Franklin Stainless Corp. requests the entry of default judgment
against defendant Select Stainless, L.L.C.

Dated: New York, NY
November 14, 2012



DAVID WECHSLER
Chairman of the Board